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March 29, 2023

County of Erie  
95 Franklin Street  
Buffalo, NY 14202

Bills Stadium and Events Company, LLC  
One Bills Drive  
Orchard Park, NY 14127

Ladies and Gentlemen:

We have acted as counsel to Erie County Stadium Corporation (“ECSC”) in connection with the execution and delivery by ECSC of a Stadium Development and Construction Coordinating Agreement, dated as of March 29, 2023, among you and ECSC (the “Agreement”).

This letter is being delivered pursuant to Section 11.1 of the Agreement.

The opinions set forth in this letter are subject to the following qualifications:

1. The opinions set forth in this letter are based solely upon (a) our review of, as submitted to us, (i) the Agreement, (ii) a Secretary’s Certificate, dated March 29, 2023, executed by Deborah Royce, the Secretary of ECSC, (the “ECSC Certificate”), (iii) the Certificate of Incorporation of ECSC as attached to the ECSC Certificate (the “ECSC Certificate of Incorporation”), (iv) the By-Laws of ECSC as attached to the ECSC Certificate (the “ECSC By-Laws”), (v) the resolutions of the Board of Directors of ECSC attached to the ECSC Certificate, which include a resolution relating to the election of the current officers of ECSC (individually a “Current Officer”), (vi) the offices, names and signatures of officers of ECSC attached to the ECSC Certificate, and (vii) a certificate, dated March 20, 2023, from the Secretary of State of the State of New York as to ECSC (the “Governmental Certificate”) (items (a)(i) through (a)(vii) being collectively the “Reviewed Documents”), (b) as to factual matters, the conscious awareness of information by those of our present attorneys who have had primary responsibility for reviewing and negotiating the Agreement on behalf of ECSC (collectively the “Attorney Information”) and (c) as to legal matters, our review of such published sources of law as we have deemed necessary based solely upon our review of the Reviewed Documents and the Attorney Information. Other than our review of the Reviewed Documents, we have not reviewed any document referred to in any of the Reviewed Documents or made any inquiry or other investigation as to any factual matter (including, but not limited to, (a) any review of any of the files and other records of ECSC or any court or other governmental authority, (b) any review of

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any of our files and other records, (c) any inquiry of any director, officer, employee or other agent of ECSC or (d) any inquiry of any present or past attorney of ours other than any present attorney of ours who possesses any of the Attorney Information).

2. We do not express any opinion concerning any law other than the law of the State of New York and the federal law of the United States (collectively the “Covered Law”).

3. We have assumed without any inquiry or other investigation (a) the legal capacity of each natural person, (b) the genuineness of each signature on any of the Reviewed Documents, the authenticity of each of the Reviewed Documents submitted to us as an original, the conformity to the original of each of the Reviewed Documents submitted to us as a copy and the authenticity of the original of each of the Reviewed Documents submitted to us as a copy, (c) the accuracy on the date of this letter as well as on the date stated in the ECSC Certificate or the Governmental Certificate of each statement contained therein and the accuracy on the date of this letter as well as on the date made of each statement as to any factual matter contained in any other of the Reviewed Documents other than any statement as to any factual matter within the scope of the Attorney Information, (d) the accuracy and completeness for all purposes of any identification of any property in any of the Reviewed Documents, (e) the payment of all required recording or filing fees, taxes and similar charges, (f) the holding by ECSC of any right, title or interest that ECSC purportedly holds in or to any property, (g) there not existing outside of the Reviewed Documents, the Attorney Information and the Covered Law anything that would render incorrect any opinion set forth in this letter, (h) the constitutionality or validity of any statute, rule, regulation or other law not being at issue, (i) the due incorporation of ECSC, the due adoption and filing of each amendment to the Certificate of Incorporation of ECSC and the due adoption of the original By-Laws of ECSC and each amendment to the By-Laws of ECSC, (j) each individual who has served or is serving in the capacity of director or officer of ECSC other than as a Current Officer having been duly elected and qualified to so serve and so serving at each time such individual purportedly took or takes any action in such capacity, (k) no violation of any fiduciary or other duty having occurred with respect to the authorization of the execution, delivery and performance of the Agreement by ECSC, (l) the satisfaction of each legal requirement applicable to any party to the Agreement other than ECSC to the extent necessary to make the Agreement enforceable against such party, (m) the satisfaction of each legal requirement applicable to the status of any party to the Agreement other than ECSC to the extent that such status relates to any right of such party to enforce the Agreement against ECSC, (n) there not having occurred with respect to any transaction contemplated by the Agreement any mutual mistake of fact or misunderstanding, fraud, duress or undue influence or any conduct that does not comply with any applicable requirement of good faith, fair dealing or conscionability, (o) each party to the Agreement other than ECSC having acted in good faith and without any notice of any defense against the enforcement of any right granted to such party by the Agreement or any adverse claim to any property on which any lien is created, or any property

that is transferred or any interest in which is transferred, by the Agreement, (p) there existing no agreement or understanding, whether written or oral, and there existing no usage of trade or course of conduct, that would limit, define, supplement or qualify any provision of the Agreement and (q) there not being any consent, approval, license, authorization or order of, or filing, recording, registration or qualification of or with, any regulatory body, administrative agency or governmental authority required for the execution or delivery of the Agreement, or the performance of the obligations thereunder by any party under the Agreement.

4. To the extent that any opinion set forth in this letter is based upon any statement contained in the Governmental Certificate, such opinion is limited to the meaning ascribed to such statement by the issuer of the Governmental Certificate.

5. The opinion set forth in this letter concerning the enforceability of the Agreement against ECSC under the law of the State of New York means that, while, as to ECSC, no particular remedy (including, but not limited to, specific performance) will necessarily be available under such law or the Agreement and no particular provision of the Agreement (including, but not limited to, any provision giving a consent or waiver, granting any power of attorney, providing for indemnification, exculpation, liquidated damages, attorneys' fees or arbitration or imposing any penalty or similar charge) will necessarily be upheld or enforced in any or each circumstance by a court of the State of New York applying such law, such unavailability of a particular remedy and such failure of a particular provision to be upheld or enforced will not render the Agreement invalid as a whole or substantially interfere with the realization of the principal benefits purported to be provided by the Agreement.

6. The enforceability of the Agreement against ECSC may be limited or otherwise affected by (a) any bankruptcy, insolvency, liquidation, reorganization, conservatorship, receivership, moratorium, marshaling, arrangement, assignment for benefit of creditors, fraudulent transfer, fraudulent conveyance or other statute, rule, regulation or other law affecting the rights and remedies of creditors generally or creditors of specific types of debtors, (b) any general principle of equity, whether applied by a court of law or equity, (including, but not limited to, any principle (i) governing the availability of specific performance, injunctive relief or any other equitable remedy that is subject to the discretion of a court, (ii) affording any equitable defense, (iii) requiring good faith, fair dealing or reasonableness in the performance or enforcement of a contract by a party seeking the enforcement of such contract, (iv) requiring consideration of the materiality of a breach of a contract by a party against whom or which the enforcement of such contract is sought or consideration of the materiality of the consequences of such breach to a party seeking such enforcement, (v) requiring consideration at the time the enforcement of a contract is attempted of the impracticality or impossibility of the performance of such contract or (vi) affording any defense to the enforcement of a contract based upon the

unconscionability of the conduct after such contract has been entered into of a party seeking such enforcement) and (c) the illegality of the Agreement under any law other than the Covered Law.

7. This letter addresses only the matters addressed by the opinions set forth in this letter and does not address any other matter. Any opinion set forth in this letter (a) deals only with the specific legal issue or issues it explicitly addresses and does not address any other matter, (b) addresses only law that, in our experience without our having made any investigation as to the applicability of any particular statute, rule, regulation or other law not expressly referred to in such opinion, is normally applicable to transactions of the type contemplated by the Agreement engaged in by a business corporation that is not engaged in a regulated activity such as banking or insurance or by a public benefit corporation, (c) except as expressly set forth in such opinion, does not address any legal issue arising under (i) any statute, rule, regulation or other law relating to any futures, forward, option, swap or other derivative contract or guaranty or other obligation arising in connection therewith, security, pension, employee benefit, antitrust, unfair competition, communication, usury, fraudulent transfer, fraudulent conveyance, privacy, consumer protection, environmental, land use, subdivision, tax, copyright, patent, trademark or other intellectual property, gambling, racketeering, terrorism, money laundering, emergency, health, safety, labor, health or other insurance, forfeiture or criminal matter or any filing, notice, margin or fiduciary requirement or (ii) any statute, ordinance, rule, regulation or other law of any political subdivision of the State of New York, (d) does not address the effect on such opinion of any law (including, but not limited to, public policy reflected therein) other than the Covered Law, (e) does not address any matter relating to (i) the nature, extent or validity of any title to or other ownership right in any property, (ii) the existence, nonexistence, creation, perfection or priority of any lien, (iii) the adequacy for any purpose of any description of any property, (iv) the compliance or noncompliance by any party with any financial covenant or (v) any sale or other transfer of the Agreement or any interest therein, (f) does not address any matter requiring any mathematical computation or financial or accounting determination and (g) except as expressly set forth in such opinion, does not address any matter relating to (i) the legal or regulatory status, or the nature or conduct of any business, of any party or (ii) the compliance or noncompliance by any party with any statute, rule, regulation or other law.

8. This letter is given without regard to any change after the date of this letter with respect to any factual or legal matter, and we disclaim any obligation to notify either of you of any such change or any effect of any such change on any opinion set forth in this letter.

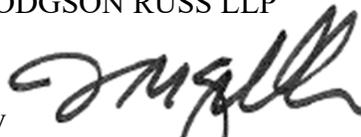
9. This letter is to be interpreted in accordance with customary practice in the United States with respect to legal opinions rendered by lawyers to non-clients in business transactions.

Subject to the qualifications set forth in this letter, it is our opinion that:

1. ECSC is a business corporation validly existing under the Business Corporation Law of the State of New York.
2. ECSC has the corporate power under the Business Corporation Law and the Public Authorities Law of the State of New York, the ECSC Certificate of Incorporation and the ECSC By-Laws to execute, deliver and perform the Agreement.
3. The execution, delivery and performance of the Agreement by ECSC have been duly authorized by all corporate action of ECSC necessary under the Business Corporation Law, the ECSC Certificate of Incorporation and the ECSC By-Laws.
4. The Agreement has been duly executed and delivered by ECSC under the law of the State of New York, the ECSC Certificate of Incorporation and the ECSC By-Laws.
5. The Agreement is enforceable against ECSC under the law of the State of New York.
6. The execution, delivery and performance of the Agreement by ECSC do not violate the ECSC Certificate of Incorporation or the ECSC By-Laws.

This letter is solely for your benefit with respect to the Agreement and, without our express written consent, may not be furnished to or relied upon, referred to or otherwise used by any other party or relied upon, referred to or otherwise used other than in connection with the Agreement except that (1) this letter may be furnished to counsel to the County of Erie and counsel to OPSTAD, LLC in connection with the Agreement and may be relied upon by either of such counsel in giving and may be referred to in any opinion letter given by it in connection with the Agreement, (2) this letter may be furnished to independent auditors, accountants and other professional advisors of any person entitled to rely here on or to governmental entities or other regulatory authorities having jurisdiction of any such person, (3) this letter may be furnished to assignees (including assignees that are your affiliates) and prospective assignees and (4) this letter may be otherwise furnished as required by applicable law.

Very truly yours,  
HODGSON RUSS LLP

By   
Terrence M. Gilbride